



MASTER PROFESSIONAL/SPECIALIZED SERVICES AGREEMENT WITH

1. PARTIES

This Master Agreement is made and entered into as of _____ (“Effective Date”), by and between the City of Cupertino, a municipal corporation (“City”), and _____ (“Contractor”), a _____ for _____.

2. SERVICES

2.1 Scope of Services. Contractor agrees to provide the Services set forth in the Scope of Services, attached and incorporated here as **Exhibit A**, on an as-needed basis. The Services must comply with this Agreement and with each Service Order issued by the City’s Project Manager or his/her designee, in accordance with the following procedures, unless otherwise specified in **Exhibit A**.

2.2 Service Orders. Before issuing a Service Order, the City Project Manager will request Services in writing and hold a meeting with Contractor to discuss the Service Order. Contractor will submit a written proposal that includes a specific Scope of Services, Schedule of Performance and Compensation, which the Parties will discuss. Thereafter, City will execute a Service Order Form for the Services, attached and incorporated here as **Exhibit B**. The Service Order will specify the Scope of Services, Schedule of Performance, Compensation and any other conditions applicable to the Service Order. Issuance of a Purchase Order is discretionary. The City Project Manager is authorized to streamline these procedures based on the City’s best interests. Contractor will not be compensated for Services performed without a duly authorized and executed Service Order.

3. TIME OF PERFORMANCE

3.1 Term. This Agreement begins on the Effective Date and ends on _____ (“Contract Time”), unless terminated earlier as provided herein.

3.2 Schedule of Performance. Contractor must deliver the Services within the time specified in each Service Order, and under no circumstances should the Services go beyond the Contract Time.

3.3 Time is of the essence for the performance of all the Services required in this Agreement and in each Service Order. Contractor must have sufficient time, resources and qualified staff to deliver the Services on time. Contractor must respond promptly to each Service Order request.

4. COMPENSATION

4.1 Maximum Compensation. City will pay Contractor for satisfactory performance of the Services a total amount that will be based upon actual costs but that will be capped so as not to exceed \$_____ (“Contract Price”), based upon the Scope of Services in **Exhibit A** and the budget and rates included. The maximum compensation includes all expenses and reimbursements and will remain in place even if Contractor’s actual costs exceed the capped amount.

4.2 Per Service Order. Compensation for Services provided under a Service Order will be based on the rates set forth in the Service Order, which shall not exceed the capped amount specified in the Service Order.

4.2 Invoices and Payments. Except as otherwise provided in a Purchase Order, monthly invoices must state a description of the deliverables completed and the amount due for the preceding month. Thirty days prior to expiration of the Agreement, Contractor must submit a requisition for final and complete payment of costs and pending claims for City approval. Noncompliance with this requirement relieves City of any further payment or other obligations under the Agreement.

5. INDEPENDENT CONTRACTOR

5.1 Status. Contractor is an independent contractor and not an employee, partner, or joint venture of City. Contractor is solely responsible for the means and methods of performing the Services and for the persons hired to work under this Agreement. Contractor is not entitled to health benefits, worker's compensation or other benefits from the City.

5.2 Contractor's Qualifications. Contractor warrants on behalf of itself and its subcontractors that they have the qualifications and skills to perform the Services in a competent and professional manner and according to the highest standards and best practices in the industry.

5.3 Permits and Licenses. Contractor warrants on behalf of itself and its subcontractors that they are properly licensed, registered, and/or certified to perform the Services as required by law and have procured a City Business License.

5.4 Subcontractors. Only Contractor's employees are authorized to work under this Agreement. Prior written approval from City is required for any subcontractor, and the terms and conditions of this Agreement will apply to any approved subcontractor.

5.5 Tools, Materials and Equipment. Contractor will supply all tools, materials and equipment required to perform the Services under this Agreement.

5.6 Payment of Taxes. Contractor must pay income taxes on the money earned under this Agreement. Upon City's request, Contractor will provide proof of payment and will indemnify City for violations pursuant to the indemnification provision of this Agreement.

6. PROPRIETARY/CONFIDENTIAL INFORMATION

In performing this Agreement, Contractor may have access to private or confidential information owned or controlled by the City, which may contain proprietary or confidential details the disclosure of which to third parties may be damaging to City. Contractor shall hold in confidence all City information and use it only to perform this Agreement. Contractor shall exercise the same standard of care to protect City information as a reasonably prudent contractor would use to protect its own proprietary data.

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7. OWNERSHIP OF MATERIALS

7.1 Property Rights. Any interest (including copyright interests) of Contractor in any product, memoranda, study, report, map, plan, drawing, specification, data, record, document or other information or work, in any medium (collectively, "Work Product"), prepared by Contractor in connection with this Agreement will be the exclusive property of the City and shall not be shown to any third-party without prior written approval of City.

7.2 Copyright. To the extent permitted by Title 17 of U.S. Code, all Work Product arising out of this Agreement is considered "works for hire" and all copyrights to the Work Product will be the property of City. Alternatively, Contractor assigns to City all Work Product copyrights. Contractor may use copies of the Work Product for promotion only with City's written approval.

7.3 Patents and Licenses. Contractor must pay royalties or license fees required for authorized use of any third party intellectual property, including but not limited to patented, trademarked, or copyrighted intellectual property if incorporated into the Services or Work Product of this Agreement.

7.4 Re-Use of Work Product. Unless prohibited by law and without waiving any rights, City may use or modify the Work Product of Contractor or its sub-Contractors, prepared or created under this Agreement, to execute or implement any of the following:

- (a) The original Services for which Contractor was hired;
- (b) Completion of the original Services by others;
- (c) Subsequent additions to the original Services; and/or
- (d) Other City projects.

7.5 Deliverables and Format. Contractor must provide electronic and hard copies of the Work Product, on recycled paper and copied on both sides, except for one single-sided original.

8. RECORDS

Contractor must maintain complete and accurate accounting records relating to its performance in accordance with generally accepted accounting principles. The records must include detailed information of Contractor's performance, benchmarks and deliverables, which must be available to City for review and audit. The records and supporting documents must be kept separate from other records and must be maintained for four years from the date of City's final payment.

9. ASSIGNMENT

Contractor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so will be null and void. Any changes related to the financial control or business nature of Contractor as a legal entity will be considered an assignment of the Agreement and subject to City approval. Control means fifty percent (50%) or more of the voting power of the business entity.

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10. PUBLICITY / SIGNS

Any publicity generated by Contractor for the project under this Agreement, during the term of this Agreement and for one year thereafter, will reference the City's contributions in making the project possible. The words "City of Cupertino" will be displayed in all pieces of publicity, including flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles. No signs may be posted, exhibited or displayed on or about City property, except signage required by law or this Contract, without prior written approval from the City.

11. INDEMNIFICATION

11.1 To the fullest extent allowed by law, and except for losses caused by the sole and active negligence or willful misconduct of City personnel, Contractor shall indemnify, defend, and hold harmless City, its City Council, boards and commissions, officers, officials, employees, agents, servants, volunteers and Contractors ("Indemnitees"), through legal counsel acceptable to City, from and against any and all liability, damages, claims, actions, causes of action, demands, charges, losses, costs and expenses (including attorney fees, legal costs and expenses related to litigation and dispute resolution proceedings), of every nature, arising directly or indirectly from this Agreement or in any manner relating to any of the following:

- (a) Breach of contract, obligations, representations or warranties;
- (b) Negligent or willful acts or omissions committed during performance of the Services;
- (c) Personal injury, property damage, or economic loss resulting from the work or performance of Contractor or its subcontractors or sub-subcontractors;
- (d) Unauthorized use or disclosure of City's confidential and proprietary information;
- (e) Claim of infringement or violation of a U.S patent or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights of any third party.

11.2 Contractor must pay the costs City incurs in enforcing this provision. Contractor must accept a tender of defense upon receiving notice from City of a third-party claim, in accordance with California Public Contract Code Section 9201. At City's request, Contractor will assist City in the defense of a claim, dispute or lawsuit arising out of this Agreement.

11.3 Contractor's duties under this section are not limited to the Contract Price, workers' compensation payments, or the insurance or bond amounts required in the Agreement. Nothing in the Agreement shall be construed to give rise to an implied right of indemnity in favor of Contractor against City or any Indemnatee.

11.4. Contractor's payments may be deducted or offset to cover any money the City lost due to a claim or counterclaim arising out of this Agreement, a purchase order or other transaction.

12. INSURANCE

Contractor shall comply with the Insurance Requirements, attached and incorporated here as **Exhibit C**, and must maintain the insurance for the duration of the Agreement, or longer as required by City. City will not execute the Agreement until City approves receipt of satisfactory certificates of insurance and endorsements evidencing the type, amount, class of operations covered, and the effective and

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expiration dates of coverage. Failure to comply with this provision may result in City, at its sole discretion and without notice, purchasing insurance for Contractor and deducting the costs from Contractor's compensation or terminating the Agreement.

13. COMPLIANCE WITH LAWS

13.1 General Laws. Contractor shall comply with all local, state and federal laws and regulations applicable to this Agreement. Contractor will promptly notify City of changes in the law or other conditions that may affect the Project or Contractor's ability to perform. Contractor is responsible for verifying the employment authorization of employees performing the Services, as required by the Immigration Reform and Control Act.

13.2 Labor Laws. Contractor shall comply with all labor laws applicable to this Agreement. If the Scope of Services includes a "public works" component, Contractor is required to comply with prevailing wage laws under Labor Code Section 1720 and other labor laws.

13.3 Discrimination Laws. Contractor shall not discriminate on the basis of race, religious creed, color, ancestry, national origin, ethnicity, handicap, disability, marital status, pregnancy, age, sex, gender, sexual orientation, gender identity, Acquired-Immune Deficiency Syndrome (AIDS) or any other protected classification. Contractor shall comply with all anti-discrimination laws, including Government Code Sections 12900 and 11135, and Labor Code Sections 1735, 1777 and 3077.5. Consistent with City policy prohibiting harassment and discrimination, Contractor understands that harassment and discrimination directed toward a job applicant, an employee, a City employee, or any other person, by Contractor or Contractor's employees or sub-contractors will not be tolerated.

13.4 Conflicts of Interest. Contractor shall comply with all conflict of interest laws applicable to this Agreement and must avoid any conflict of interest. Contractor warrants that no public official, employee, or member of a City board or commission who might have been involved in the making of this Agreement, has or will receive a direct or indirect financial interest in this Agreement, in violation of California Government Code Section 1090 et seq. Contractor may be required to file a conflict of interest form if Contractor makes certain governmental decisions or serves in a staff capacity, as defined in Section 18700 of the California Code of Regulations. Contractor agrees to abide by the City's rules governing gifts to public officials and employees.

13.5 Remedies. Any violation of Section 13 constitutes a material breach and may result in City suspending payments, requiring reimbursements or terminating this Agreement. City reserves all other rights and remedies available under the law and this Agreement, including the right to seek indemnification under Section 11 of this Agreement.

14. PROJECT COORDINATION

City Project Manager. The City assigns _____ as the City's representative for all purposes under this Agreement, with authority to oversee the progress and performance of the Scope of Services. City reserves the right to substitute another Project manager at any time, and without prior notice to Contractor.

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Contractor Project Manager. Subject to City approval, Contractor assigns _____ as its single Representative for all purposes under this Agreement, with authority to oversee the progress and performance of the Services. Contractor's Project manager is responsible for coordinating and scheduling the Services in accordance with City instructions, service orders and the Schedule of Performance. Contractor must regularly update the City's project manager about the status, progress and any delays with the work. City's written approval is required prior to Contractor substituting a new Representative which shall result in no additional costs to City.

15. ABANDONMENT OF PROJECT

City may abandon or postpone the Project or parts thereof at any time. Contractor will be compensated for satisfactory Services performed through the date of abandonment, and will be given reasonable time to assemble the work and close out the Services. With City's pre-approval in writing, the time spent in closing out the Services will be compensated up to a maximum of ten percent (10%) of the total time expended to date in the performance of the Services.

16. TERMINATION

City may terminate this Agreement for cause or without cause at any time. Contractor will be paid for satisfactory Services rendered through the date of termination, but final payment will not be made until Contractor closes out the Services and delivers the Work Product.

17. GOVERNING LAW, VENUE AND DISPUTE RESOLUTION

This Agreement is governed by the laws of the State of California. Any lawsuits filed related to this Agreement must be filed with the Superior Court for the County of Santa Clara, State of California. Contractor must comply with the claims filing requirements under the Government Code prior to filing a civil action in court. If a dispute arises, Contractor must continue to provide the Services pending resolution of the dispute. If the Parties elect arbitration, the arbitrator's award must be supported by law and substantial evidence and include detailed written findings of law and fact.

18. ATTORNEY FEES

If City initiates legal action, files a complaint or cross-complaint, or pursues arbitration, appeal, or other proceedings to enforce its rights or a judgment in connection with this Agreement, the prevailing party will be entitled to reasonable attorney fees and costs.

19. THIRD PARTY BENEFICIARIES

There are no intended third party beneficiaries of this Agreement.

20. WAIVER

Neither acceptance of the Services nor payment thereof shall constitute a waiver of any contract provision. City's waiver of a breach shall not constitute waiver of another provision or breach.

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21. ENTIRE AGREEMENT

This Agreement represents the full and complete understanding of every kind or nature between the Parties, and supersedes any other agreement(s) and understanding(s), either oral or written, between the Parties. Any modification of this Agreement will be effective only if in writing and signed by each Party's authorized representative. No verbal agreement or implied covenant will be valid to amend or abridge this Agreement. If there is any inconsistency between the main Agreement and the attachments or exhibits thereto, the text of the main Agreement shall prevail.

22. INSERTED PROVISIONS

Each provision and clause required by law for this Agreement is deemed to be included and will be inferred herein. Either party may request an amendment to cure mistaken insertions or omissions of required provisions. The Parties will collaborate to implement this Section, as appropriate.

23. HEADINGS

The headings in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

24. SEVERABILITY/PARTIAL INVALIDITY

If any term or provision of this Agreement, or their application to a particular situation, is found by the court to be void, invalid, illegal or unenforceable, such term or provision shall remain in force and effect to the extent allowed by such ruling. All other terms and provisions of this Agreement or their application to specific situations shall remain in full force and effect. The Parties agree to work in good faith to amend this Agreement to carry out its intent.

25. SURVIVAL

All provisions which by their nature must continue after the Agreement expires or is terminated, including the Indemnification, Ownership of Materials/Work Product, Records, Governing Law and Attorney Fees, shall survive the Agreement and remain in full force and effect.

26. NOTICES

All notices, requests and approvals must be sent in writing to the persons below, which will be considered effective on the date of personal delivery or the date confirmed by a reputable overnight delivery service, on the fifth calendar day after deposit in the United States Mail, postage prepaid, registered or certified, or the next business day following electronic submission:

To City of Cupertino	To Contractor: _____
Attention: _____	_____
Email: _____	Attention: _____
	Email: _____

27. VALIDITY OF CONTRACT

This Agreement is valid and enforceable only if (a) it complies with the purchasing and contract provisions of Cupertino Municipal Code Chapters 3.22 and 3.23, as amended from time to time, (b) is signed by the City Manager or an authorized designee, and (c) is approved for form by the City Attorney's Office.

28. EXECUTION

The person executing this Agreement on behalf of Contractor represents and warrants that Contractor has full right, power, and authority to enter into and carry out all actions contemplated by this Agreement and that he or she is authorized to execute this Agreement, which constitutes a legally binding obligation of Contractor. This Agreement may be executed in counterparts, each one of which is deemed an original and all of which, taken together, constitute a single binding instrument.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed.

CONTRACTOR

By _____
Name _____
Title _____
Date _____
Tax I.D. No.: _____

CITY OF CUPERTINO
A Municipal Corporation

By _____
Name _____
Title _____
Date _____

APPROVED AS TO FORM:

HEATHER M. MINNER
Cupertino City Attorney

ATTEST:

GRACE SCHMIDT
City Clerk

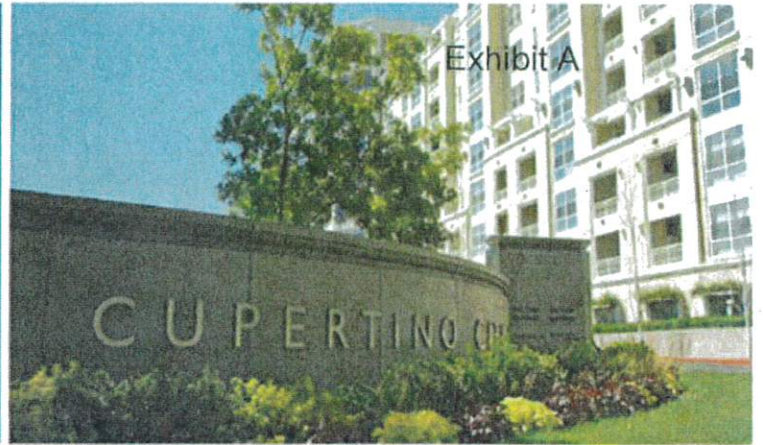
EXHIBIT A – Scope of Work

Contractor shall perform the following in the performance of this agreement:

1. Analysis of existing and future solid waste, recycling, and organics hauling, processing, and disposal service needs;
2. Analysis of commodity and their effects on recyclable and organics material processing, revenue potential, and costs;
3. Analysis of legislative changes and their effects on franchise, including diversion goals, reporting obligations, processing, and costs;
4. Analysis and audits of material disposal and recycling tonnage reports;
5. Preparation of a maximum rate study;
6. Preparation of a request for proposal (RFP) for solid waste, recycling, and organics hauling, processing, and disposal services;
7. Analysis of the existing franchise agreement maximum rates concerning special rate adjustments.

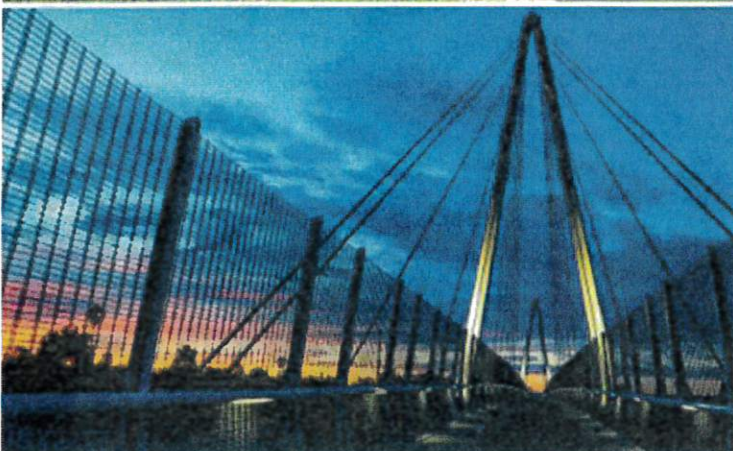
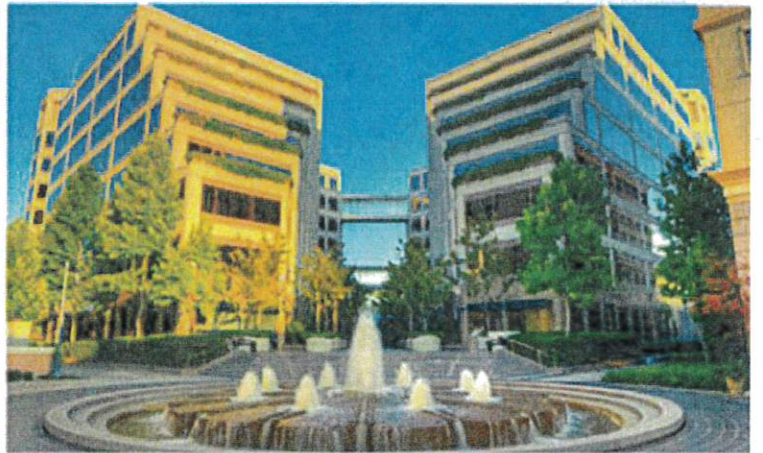
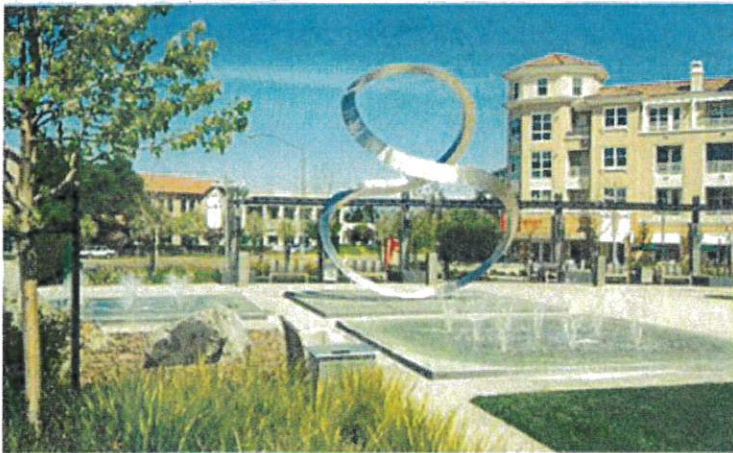


Exhibit A



City of Cupertino

Statement of Qualifications for Stormwater Permit Compliance and Zero Waste Consulting Services



July 10, 2019 Page A-1



201 N. Civic Drive, Suite 230
Walnut Creek, California 94596
Telephone: 925/977-6950
www.hfh-consultants.com

Robert D. Hilton, Emeritus
John W. Farnkopf, PE
Laith B. Ezzet, CMC
Richard J. Simonson, CMC
Marva M. Sheehan, CPA
Robert C. Hilton, CMC

July 10, 2019

Ms. Cheri Donnelly
Environmental Programs Manager
City of Cupertino
10300 Torre Avenue
Cupertino, CA 95014

Sent via email: cherid@cupertino.org
Email cc to: environmental@cupertino.org

Re: Statement of Qualifications for City of Cupertino Stormwater Permit Compliance and Zero Waste Consulting Services

Dear Ms. Donnelly:

HF&H Consultants, LLC (HF&H) is pleased to submit this Statement of Qualifications (SOQ) to the City of Cupertino to perform consulting services related to the City's Stormwater Permit Compliance and Zero Waste Consulting. We have prepared and organized our SOQ based on the instructions contained in your request for qualifications and trust we are fully responsive to your direction.

Compliance!

The State has set forth various stormwater and waste reduction and diversion laws. The City needs assurance that its programs will satisfy the legal requirements. HF&H has incomparable experience in developing solid waste policies and procedures to assist the City in meeting its diversion and other state requirements. Additionally our waste/wastewater/stormwater experts will provide the City with assurance the Stormwater Parcel Fee will be presented in a manner that is easily explained to the public and meet the legal requirements of Propositions 218 and SB 231.

Diversion!

Beyond complying with Proposition 218, the passage of AB 341, SB 1826, and now AB 1383, the State has placed strict mandates on not only generators, but also collectors and the agencies themselves. The City currently contracts for the collection of solid waste, recyclables and organics for its residents and businesses. The collection contractor and the City will each have significant roles to play over the next few years in becoming compliant with the regulations. In short, the City will need to select new programs to develop, and such selection will require close coordination with its contractor. Besides the development of programs and implementation plans, a detailed cost/benefit analysis will need to be evaluated to determine the best options for the City. HF&H has developed SB1383 plans for several bay area agencies. We will work with the City developing its diversion plans, timing and anticipated costs of new program implementation.



Ms. Cheri Donnelly
July 10, 2019
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Fiduciary Responsibility!

The City is responsible for providing excellent refuse and recycling collections to its residents and businesses at reasonable rates. The City has separate contracts for collection and disposal. The City pays the disposal costs based on tons reported by its collection contractor. Besides the direct cost aspect, accurate reporting of disposal tons is important for CalRecycle reporting and the evaluation of diversion programs. Inaccurate information could cause the City to incorrectly focus its diversion efforts and related funding.

As each of the contracts near their expiration dates, the City will need a proven procurement process to be able to enter into new contracts that are in the best interest of its ratepayers. Whether through a competitive bidding process or sole source negotiations, the City needs contracts that provide quality services to its residents and businesses, provide assistance to the City in meeting its diversion goals at a cost that is reasonable. HF&H has developed state of the art contract templates that will provide the City with a framework to then customize for its unique needs. We understand every agency, its elected officials and its ratepayers have different needs. We provide the technical assistance from our depth of experience to meet each need.

The Experience You Need

HF&H has collectively hundreds of years of experience in providing zero waste and stormwater fee consulting services. Your zero waste project director, Marva Sheehan, CPA, has over 25 years of solid waste experience. Rick Simonson, your stormwater parcel fee management project director, has assisted 20 other agencies in evaluating their stormwater funding strategies and/or calculating stormwater fees for placement on the tax rolls. We have extensive experience in the following areas of your RFQ and will provide our relevant experience in the body of our SOQ:

1. Stormwater Parcel Fee Management
2. Waste Tonnage, Rates and Process Audits
3. Policy Guidance; and,
4. RFP for Haulers and Landfills

HF&H has a very collaborative approach to its engagements. We have a "bench" that includes diversion planning, procurement of services, rate setting, extraordinary rate adjustment requests, policy and procedure development, including drafting of model ordinances. We are currently assisting CalRecycle in the development of the SB1383 toolkit. The City will benefit from this experience as we provide assistance with the City's SB1383 plan.



Ms. Cheri Donnelly
July 10, 2019
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Thank you for the opportunity to provide you with our statement of qualifications. I will be the point of contact and I can be reached at (925) 977-6961 or marva@hfh-consultants.com. I'm available to discuss any questions or concerns you may have. Should we be selected, HF&H will perform this work from our Walnut Creek, California office. HF&H accepts the City's standard consultant contract, including indemnification and insurance requirements, without modification.

Sincerely,

HF&H CONSULTANTS, LLC

A handwritten signature in blue ink that reads "Marva M. Sheehan".

Marva M. Sheehan, CPA
Vice President

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City of Cupertino Mission Statement

The Mission of the City of Cupertino is to provide exceptional service, encourage all members of the community to take responsibility for one another, and support the values of education, innovation and collaboration.

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PROPOSAL ATTACHMENTS

A. HF&H Staff Resumes



Exhibit A

Statement of Qualifications





Statement of Qualifications



Special Firm Knowledge, Experience, and Capabilities

In 1989, HF&H was established by three partners with the desire to provide specialized consulting solutions to local governments in two practice areas: recycling and solid waste services; and, water, wastewater, and stormwater services. As consultants, we provide environmentally-responsible economic, financial, strategic planning, and management consulting services. For three decades, HF&H has remained committed to its core value to serve clients exceptionally and with integrity. Through these on-going commitments, HF&H has become California's first choice and recognized leader among municipal agencies for high-quality consulting services.

Our focus has primarily been on serving municipal agencies in California, although we have provided consulting services in other states. Firm leadership is provided by five partners – Rob Hilton, John Farnkopf, Laith Ezzet, Rick Simonson, and Marva Sheehan.

HF&H is a bit of a niche firm in that we provide expert consulting services in the areas of recycling, solid waste, organics, water, stormwater, and wastewater services. Below we provide our qualifications relative to each of the City's areas of expertise that we believe HF&H can provide the best consulting services to the City.

Resumes for each staff member proposed in our Statement of Qualifications are included in Attachment A.

Stormwater Parcel Fee Management

Introduction

HF&H is uniquely qualified to assist the City with the calculation and administration of their annual parcel-based stormwater fees. Our understanding the City's needs is informed by our experience in developing stormwater funding strategies and financial impact analyses for jurisdictions in California and our review of the City's recent Clean Water and Storm Protection Fee study conducted by SCI Consulting Group, in February 2019. This experience gives us a solid foundation for preparing a stormwater funding approach specific to the City's needs. We are currently assisting the Town of Hillsborough and the City of Daly City with an increase to their decades old stormwater fees.

We understand the City, in accordance with Proposition 218, recently mailed ballots to each parcel proposing an increase in the current stormwater fee, with ballots due this past Friday, July 5. Should the proposed increase pass, the City will be in a great position to fund their stormwater capital projects for the near future. In that case, HF&H can help the



City monitor the stormwater fee revenue sources and uses over the next couple of years to ensure the planned annual increases, tied to the change in the consumer price index, will continue to provide adequate funding. If shortfalls are project, we will help the City with funding strategies to bridge the gap. Such strategies may include re-evaluating the fee, or may include identifying other funding sources, such as, solid waste rates to cover expenses related to trash capture devices and/or street sweeping. Another funding source may be from sewer rates for expenses related to reducing Inflow and Infiltration (I&I).

It is our experience that communities are willing to pay for needed improvements to reduce flooding and sanitary sewer system overflows, in general, minimize the impact of urbanization on the environment, and specifically improve bay area water quality. However, getting to "yes" from property owners to increase the City's existing stormwater fee is more than just about explaining the need for the stormwater improvements, in a clear and concise manner, but more importantly, that the costs for the needed improvements have been properly vetted and allocated in direct proportion to the benefits received by each property owner.

In view of the fact that evaluating the existing stormwater fee will be pivotal in the stormwater funding approach, we expect that a high standard of technical analysis will be needed. In addition to a technically sound analysis, an appropriate level of public outreach will be required. We are experienced working with the public outreach consultants in setting stormwater, water, and sewer rates and developing the content for public outreach notices and meetings.

Qualifications

City of Daly City Stormwater Cost Allocation and Fee Study (2018-Present)

HF&H completed a water rate study in 2018. In the fall of 2018, we began a cost allocation study of the \$100 million Vista Grande project to apportion the cost of this storm drainage project among the agencies that benefit from storm drainage, groundwater recharge, wastewater disposal, and solid waste removal. The portion of the project costs that is allocated to Daly City will be included in a new stormwater fee that we will be assisting the City to determine and implement.

Client Contact

Tom Piccolotti
Director of Water/
Wastewater Resources
(650) 991-8200 ext. 8201

Budget and Cost

HF&H budgeted \$40,000 for the Stormwater Cost Allocation and \$99,000 for the Fee Study. These projects are still in progress, so final costs cannot be reported.

Town of Hillsborough Stormwater Financing (2015) and Stormwater Fee (2019)

In 2015, as a subcontractor to Brian Kangas Falk, HF&H developed a stormwater financing study in conjunction with BKF's update to the Town's stormwater facilities master plan. Our assistance included developing a portfolio of funding options, which included categorizing projects as either structural or capacity deficiencies. The deficiencies were then prioritized as high, medium or low priority. A funding strategy, and customer impacts, were derived for meeting each of the priority levels. The average customer impact ranged from \$133 per year to cover just the low priority to \$466 per year to cover all low, medium, and high stormwater-related projects.

Client Contact

Jan Cooke
Finance Director
(650)-375-7408



Exhibit A

As a result of the recent drought and increases in sewer treatment expenses, which was projected to require substantial increases to water and sewer charges in 2016 and 2017, the Town chose not to increase the stormwater fee at the conclusion of the project.

HF&H assisted the City in 2016 and 2017 to evaluate their water and sewer charges. Those projects concluded with updated water and sewer rates for a five-year period. Now that the water and sewer rates have been successfully approved and adopted, HF&H has begun updating the stormwater funding strategies, and subsequent stormwater fees.

Our analysis includes a cost-of-service analysis to determine how much revenue will be generated by fixed and variable rate components. The fixed component would reflect costs that are common to all parcels regardless of size or surface area characteristics that vary by parcel. The derivation of the variable component will depend on each parcels specific proportions of pervious versus impervious surface. We are also exploring a simpler structure which would create lot size categories into which parcels would be classified and charged the same variable component as all parcels in the class.

Budget and Cost

Stormwater Financing Strategy: Budgeted \$4,000. The scope and budget were modified by the client to a final total of \$5,000.

Stormwater Fee: Budgeted \$59,000. Project is still in progress so final billing cannot be reported.

City of Roseville

Stormwater and Public Safety Funding Study (2016)

HF&H developed a strategy for the city to fund its stormwater program from reimbursements from its water, wastewater, and solid waste enterprises for public safety services. The amount of the reimbursements was more than adequate to fund the City's current stormwater program, which required minimal funding at the time but was expected to grow substantially with the growth in funding. A copy of the report is provided to demonstrate our approach to deriving enterprise reimbursements for public safety. (The City already received reimbursements from its enterprises for right-of-way maintenance and governmental facilities.)

Client Contact

Ms. Terri Shirhall
Business Services Analyst
(916) 774-5536

Budget and Cost

This project was budgeted at \$20,000 and was completed within budget.

Staffing

HF&H proposes that Rick Simonson, CMC and Gabe Sasser, P.E. lead up the Stormwater Parcel Fee Management. In addition to their expertise, they can call upon the resources of John Farnkopf, P.E. and Geoffrey Michalczyk.



Waste Tonnage, Rates, and Process Audits

Introduction

The City will be implemented new programs with the express desire to continue to meet and exceed the State's diversion goals and compliance with SB1383. The information provided to the State is based on data reported by its Contractors. If the data is incorrect, there could be serious ramifications to the City. Besides possible penalties imposed by the State, the City could implement programs, at a cost to the ratepayers, targeting the incorrect material type and/or customer base.

We emphasize the word "reported". The City needs verification that the "reported" data is correct! We are currently performing an in-depth review of the disposal reporting systems used by the City's current contractors. Our results and suggestions for process improvement will provide assurances to the City the "reported" data is correct.

HF&H has assisted the City in special rate adjustment requests submitted by its collection contractor. The current contract is fairly vague about the process; however, we have developed a procedure for the organics component of the rate that the City and the Contractor recently completed without any outside assistance.

HF&H will provide you a team comprised of three former waste industry controllers Our engagement director is a CPA. Additionally, the team has performed many audits and rate reviews of most of the solid waste/diversion companies in the Bay Area. This experience will allow us to challenge in the appropriate areas, as we understand the Contractors' side of the business, not just from a consulting perspective but from having worked it for a cumulative total of over 60 years!

There is not another consulting firm with the same qualifications. We will be able to provide the City either with the assurance that the "reported" numbers are correct and explanations for the apparent inconsistencies, or corrections to the "reported" numbers and recommendations on how the Contractors can improve their respective systems for more accurate reporting. This is true for tonnage audits, fee audits or process audits.

Qualifications

City of Cupertino

Organics Processing Cost Review (2017, 2018)

The City of Cupertino and Recology South Bay initiated a commercial organics collection program in 2010. The Agreement allows Recology South Bay to annually request additional reimbursement from the City or a rate adjustment to the customer to compensate for increased processing costs and annual growth in participation.

Client Contact

Cheri Donnelly
Environmental Programs
Manager
(408) 777-3242

The City retained HF&H to perform a review of the organics processing cost adjustments requested by Recology South Bay.

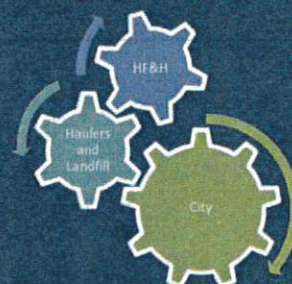
Results

Each review resulted in substantial savings to the City from that which was originally requested.

For 2017, Recology South Bay requested \$91,087 in additional compensation that was adjusted to \$5,365 after the HF&H review.

For 2018, Recology South Bay requested \$31,457 in additional compensation that was adjusted to \$8,023 after the HF&H review.

Exhibit A



We believe a collaborative approach with the Contractors is the most successful!



Page A-14

Exhibit A

Budget and Cost

For the 2018 project, HF&H budgeted \$10,000 for this work and the total project cost was \$11,000.

City of Cupertino

Tonnage Audit (2019-Present)

The City of Cupertino has a collection Agreement with Recology South Bay and a disposal Agreement with Newby Island Landfill. The City receives a monthly invoice from Newby Island Landfill for disposal services that itemizes disposal tonnages and rates for the City. However, the City was concerned that disposal volumes attributable to the City, were not accurately reflected on the monthly invoice. Furthermore, reports provided by Recology South Bay did not match the reports provided by Newby Island Landfill.

Client Contact

Cheri Donnelly
Environmental Programs
Manager
(408) 777-3242

The City retained HF&H to conduct a tonnage audit that included a reconciliation between Recology South Bay and Newby Island Landfill to ensure the City was being correctly invoiced and that tonnages were being reported correctly.

Results

Results are currently pending completion of the audit.

Budget and Cost

HF&H budgeted \$32,000 for this work and the project is still in progress.

City of Sacramento

Waste Characterization Study (2019)

The City of Sacramento has an Agreement with Waste Management, Northern California to process its single stream curbside recyclable material. The Agreement requires payments to the City based on material delivered less residual waste. The Agreement also requires annual waste characterization studies with City oversight.

Client Contact

Jerome Council
Integrated Waste General
Manager
(916) 808-4949

The 2018 waste characterization results showed a higher level of contamination than historical characterizations. The City's recyclables are collected every other week (Week A and Week B). The waste characterization study is conducted over a two week period with requirements that the recyclables are processed separately from other jurisdictions material and processed under normal operating conditions.

For the 2019 waste characterization study, the City retained HF&H Consultants to monitor the the process in compliance with protocols outlined in the Agreement.

Results

During the initial sort, HF&H identified inconsistencies in Waste Management's current process vs. that of previous year studies, which resulted in changes prior to the second week. Final results are pending.

Budget and Cost

HF&H budgeted \$65,000 for this work and the project is still in progress.



The City of Beverly Hills entered into an exclusive franchise agreement, beginning April 1, 2012, for commercial solid waste collection services and residential solid waste processing. The franchise agreement was acquired by another company in February 2015. The City retained HF&H Consultants to perform the triennial compliance audits for selected provisions of the Agreement.

Client Contact

James Burnley
Solid Waste Manager
(310) 285-2475

Results

HF&H found inconsistencies between the processing requirements specified in the agreement and the services provided by the hauler. These inconsistencies resulted in fewer tons being processed than required and the City not being credited with the minimum diversion percentage specified in the agreement.

Budget and Cost

HF&H budgeted \$302,000 for this work and the project was completed under budget (\$278,000).

Staffing

HF&H proposes that Marva Sheehan, CPA and Scott Holt lead up the Waste Tonnage, Rates and Process Audits. In addition to their expertise, they can call upon the resources of Colleen Costine, Dave Hilton, Danielle Derby, CPA and Hailey Gordon.

Policy Guidance**Introduction**

HF&H has long been a leader in helping local governments navigate compliance with state statutory and regulatory requirements. From AB 939 in 1989, through SB 1066, AB 341, and AB 1826, HF&H regularly assists our public sector clients in understanding pending requirements, identifying staffing needs, identifying and evaluating program options, planning programs, and monitoring public and private sector compliance efforts.

In recent years we have assisted clients with understanding and incorporating the CalGreen requirements into their C&D programs, including work with San Jose and San Diego County.

For over two years, since the first draft SB 1383 regulations were released to the public during the in-formal rule-making process, HF&H has been actively engaged in monitoring the process, understanding the whys and nuances of the program requirements, providing comments, and keeping our clients (jurisdictions) informed. HF&H:

- Attended all of CalRecycle's Sacramento SB 1383 rule-making meetings.
- Provided comments and testimony during the SB 1383 rule-making meetings.
- Submitted written comments to CalRecycle.
- Planned and held two client workshops in 2018, disseminating information on SB 1383 to jurisdictions in Northern and Southern California, preparing our own presentation materials and a compliance checklist tool. Approximately 155 representatives from over 100 jurisdictions attended the workshops and spoke very highly of the information provided. Hank Brady, CalRecycle's SB 1383 Manager, provided the highest compliment in a recent email to us stating, "You and your team have this down solid, it is very impressive."



Exhibit A

- Was invited to meet with the CalRecycle SB 1383 leadership team because they valued HF&H's understanding of the draft SB 1383 regulations and insight we have through engagement with clients around the State.
- Staff have made 23 presentations on SB 1383 and edible food recovery to 13 different organizations and agencies including SWANA, CRRA, NCRA, and BioCycle.

Qualifications

HF&H is assisting a number of clients with SB 1383-related planning, such as:

- The City of Anaheim is amending their environmental programs to comply with SB 1383. HF&H has identified program gaps to be addressed and will be amending the franchise agreement and municipal code, negotiating hauler compensation, and developing measurable compliance reporting methods.
- The City of Bell Gardens is planning for SB 1383 implementation with HF&H's support. HF&H has identified SB 1383 program deficiencies and presented them to the City Council along with recommended action items.
- The Central Contra Costa Solid Waste Authority (five municipalities and the County, also known as RecycleSmart) has been very proactive in addressing SB 1383. They engaged HF&H to prepare a cost-benefit analysis of organics program options, conduct research on food recovery program options, develop action plans to guide implementation of seven SB 1383-related programs, and develop ordinances to support SB 1383 compliance.
- The City of Elk Grove initiated a long-range strategic planning process when the first draft SB 1383 regulations were available. HF&H prepared the long-range strategic plan and included a robust diversion analysis for recommended SB 1383 organics programs.
- Kern County is factoring SB 1383 into a new long-term planning process that will address the roles of County staff and facilities in meeting the needs for processing. HF&H is assisting the County with these efforts.
- The County of San Bernardino is evaluating their current solid waste programs for residents, businesses, and internal County operations for compliance with SB 1383. Upon identifying compliance gaps, HF&H will evaluate the costs and benefits of multiple compliance pathways, and provide an implementation master plan to guide the County's implementation.
- The City of Santa Maria engaged HF&H to develop an SB 1383 action plan.
- The City of Vacaville is planning for SB 1383 implementation with HF&H's assistance, including a compliance assessment and action plan, review of the franchise agreement, and a financial analysis identifying anticipated costs and rate impacts.
- The City of Watsonville is determining how the City's owned and operated collection operations will need to be modified and expanded in order to achieve SB 1383 compliance.



San Diego County Non-Exclusive Franchise & Ordinance (2017-Present)

The County of San Diego set a goal of 75% diversion by 2025. In April 2017, the Board of Supervisors received the "Final Strategic Plan to Reduce Waste", prepared by HF&H, which provided an action plan to move the County from a diversion level of 62% to 75%. A key

Client Contact

Michael Wonsidler
Program Manager
(858) 694-2465

recommendation in the plan is implementation of significant programmatic and performance standard changes to the County's non-exclusive franchise system for residential and commercial customers. In addition, regulation of C&D haulers, which are currently operating in an open market, through the non-exclusive franchise system, is also recommended to increase C&D diversion. In 2018, the County retained HF&H to lead the development of the redesign of non-exclusive franchise system, updates to the solid waste ordinance, preparation of a new C&D recycling ordinance, and the stakeholder engagement process.

Results

HF&H revised the County's existing solid waste franchise agreement to encompass significant enhancements focused on expanding hauler obligations to provide recycling and organics programs. We also included minimum diversion standards and other performance standards to give the County the tools to effectively monitor contractor performance. Since this redesign of the County's non-exclusive franchise agreement has been occurring while SB 1383 regulations are being developed, HF&H also integrated numerous provisions to support the County's compliance with SB 1383 including: food waste collection, container color and labeling requirements, route monitoring and contamination noticing, SB 1383 education and reporting, low-population area exceptions, physical space and de minimis customer waivers, edible food recovery carve out, and more.

In tandem, HF&H revised the County's solid waste ordinance to reflect the changes in the non-exclusive collection system and clarify generator requirements. During the process, we conducted two hauler workshops and meetings with various stakeholders and integrated feedback into the final draft agreement and ordinance. The agreement and ordinance are expected to be presented at a public workshop in May 2019 and then to the Board of Supervisors for approval in September 2019.

Budget and Cost

This project was budgeted at \$237,000. Project is still in progress so final billing cannot be reported.

StopWaste Five-Year Program Review (2016-17)

In late 2016, HF&H, with the team of Kelly Runyon and Kies Strategies (Delyn Kies) was selected by StopWaste from among five proposers to conduct the most recent "Five Year Review" as mandated by Alameda County's Measure D. Peter Deibler of HF&H managed the Review, as well as two earlier five year reviews. The Review was forward-looking and focused on supporting StopWaste goals over the next few years. HF&H completed the report in December 2017 and presented the results to the Recycling Board, and to the Programs and Administration Committee.

Client Contact

Ms. Meri Soll
Senior Program Manager
(510) 891-6500



Results

- Evaluated member agency data provided by collectors, and applied statistical techniques to assess use of data from StopWaste material characterizations for use in developing metrics to monitor diversion progress.
- Identified steps StopWaste can take to develop metrics to help assess progress by individual member agencies, and in the aggregate towards meeting countywide "interim goals" "less than 10% good stuff" in the garbage. Focused analysis primarily on organics and food recovery; secondarily on recyclables and C&D.
- Reviewed recent disposal characterizations for high-diversion communities nationwide, developed an Excel tool to compare "good stuff in the garbage" data, analyzed ability to connect data to program characteristics, and applied statistical analysis to comparison of results.
- Reviewed, and provided recommendations related to assessing "true" diversion, including accounting for residue from secondary and tertiary processing.

Budget and Cost

Budgeted \$88,000 and completed project on budget.

Staffing

HF&H proposes that Peter Deibler, Monaliza Noor, and Alison Griffith lead up the Policy Guidance. In addition to their expertise, they can call upon the resources of Rob Hilton, Tracy Swanborn, and Lauren Barbieri.

RFP for Haulers and/or Landfills

Introduction

HF&H is involved in more solid waste contract procurements each year, whether through competitive or sole source processed, than any other single entity in the State. Collection, processing, and disposal contract development and negotiations are a core part of our business, accounting for approximately one third of our annual revenues. HF&H has performed more than 550 service procurements and contract development/negotiations projects, and has negotiated agreements with nearly every collection company in the State. HF&H has completed dozens of projects in the Bay Area, and has assisted, or is currently assisting most of the cities in Santa Clara County, as well as the County.

HF&H offers Cupertino the benefit of our experience and lessons learned through all of these projects. We have developed numerous policies and franchise provisions for the implementation of organics collection and processing programs and created performance standards to incentivize the success of these programs. Most recently, these projects have involved the development of SB 1383-specific language related to collection, route monitoring, contamination monitoring, container colors and labeling, education, reporting, and exclusion of the haulers' exclusive rights to edible food.

We recognize that, depending on the specific assignment, there may be a conflict of interest (real or perceived) given current processing procurement assistance we are giving nearby jurisdictions in Santa Clara County. We look forward to discussing any such conflicts, to help ensure the City makes decisions in allocating work that best meet the needs of all parties.

Recognizing HF&H's expertise, we were just selected by CalRecycle to develop SB 1383 template materials for use statewide. The following qualifications highlight recent and ongoing projects that address SB 1383 planning for the division of public and private sector compliance responsibility and service contracting.



Qualifications

Sunnyvale Contract Options, Performance Review, Negotiation (2018-Present)

Project Description

The City of Sunnyvale's collection agreement with Bay Counties Waste Systems (BCWS) and the thirty year City Charter grant of franchise both end in 2021. The City Council directed staff to review three options for contracting post-2021. Based on the results, Council chose to negotiate a new franchise agreement with the incumbent franchisee, with the option to implement a competitive process, if necessary. The Council also directed staff to conduct a performance review prior to beginning negotiations.

Client Contact

Mark Bowers
Solid Waste Program Manager
(408) 730-7421

HF&H Solution

HF&H was selected on a sole source basis by the City to conduct all three phases of the work. HF&H has worked closely with senior Environmental Services Department management, the city attorney, and the city manager, and made three presentations to Council. For review of collection options, HF&H determined in consultation with the city attorney that the City could award a new agreement and a new franchise to the incumbent without modifying the City's charter. HF&H identified the necessary timeframes for a range of contracting options, including for following an unsuccessful sole source negotiation with a competitive process. HF&H then conducted a performance review, identifying key issues to address in negotiating a new agreement. HF&H is currently facilitating development of a "min-RFP" and draft agreement to begin the negotiation process that addresses SB 1383 requirements.

Budget and Cost

This project was budgeted at \$86,000 and was completed on budget.

Sunnyvale SMaRT Procurements, Post 2021 Planning (2000-Ongoing)

Operator Procurements

On behalf of the City of Sunnyvale, and its two partner cities, Mountain View, and Palo Alto, Sunnyvale manages an operating agreement for the publicly-owned transfer station and materials recovery facility (the SMaRT Station). HF&H assisted Sunnyvale with the procurement of the facility operator in 2000, 2007 and 2013-14; Peter Deibler managed the 2007 and 2013 processes.

Client Contacts

Mark Bowers
Solid Waste Program Manager
(408) 730-7421

Budget and Cost

The most recent SMaRT Procurement project (2013-14) was budgeted at \$83,978. We were granted two amendments for out-of-scope work in the amounts of \$8,398 and \$4,200. The total cost for this project was \$96,219.

Post 2021 Planning

HF&H, as a subcontractor to HDR Engineering is leading team efforts in identifying future participants for the SMaRT Station following the late 2021 termination of the MOU with Sunnyvale, Mountain View, and Palo Alto. Work is in progress, with HF&H staff having arranged and participated in initial meetings with staff from five cities with a potential interest in future use of the SMaRT Station, and communicated with staff from additional



cities, and assisted with a multi-city workshop held in April 2019. Key issues include meeting SB 1383 processing mandates for removal of organics from MSW.

Budget and Cost

HF&H budgeted \$80,000 for this work and the project is still in progress.

City of San José

Residential Negotiations (2017-Present)

HF&H is managing a multi-consultant team for San José under a three year master services agreement with the city's residential program. HF&H assisted the city in determining whether there is value in negotiating sole-source, long-term agreements with California Waste Solutions, Garden City Sanitation, GreenTeam of San Jose (dba of Waste Connections) and GreenWaste Recovery, the four companies that provide single-family and multi-family collection and processing services with combined compensation of about \$120 million per year. Current agreements end in 2021. The alternative will be a competitive process. HF&H facilitated a series of negotiations with each company, including assisting staff in determining how to address council direction to apply the city's living wage ordinance to both current and future contracts, soliciting and evaluating costs and rates, providing briefings to the Environmental Services Department director, and supporting staff council presentations.

Client Contact

Jeff Anderson
Residential Program Manager
(408) 975-2518

Budget and Cost

This project was conducted in 5 separate phases. We are currently working on Phase 5. Below is the budget and cost for each phase.

Phase 1: Budgeted \$81,000 and total cost was \$81,000; Phase 2: Budgeted \$66,000 and total cost was \$66,000; Phase 3: Budgeted \$71,000 and total cost was \$71,000; Phase 4: Budgeted \$42,000 and total cost was \$42,000; Phase 5: Budgeted \$96,000 and this work is still in progress.

Phase &H budgeted \$80,000 for this work and the project is still in progress.

SBWMA (RethinkWaste)

Franchise Negotiations (2016-17)

The South Bayside Waste Management Authority (SBWMA), also known as RethinkWaste, is a Joint Powers Authority comprising of twelve member agencies in southern San Mateo County. Recology provides collection services to the member agencies through agreements with an initial term that ends December 31, 2020. In 2016, the SBWMA Board of Directors approved a plan to support member agencies with negotiating a potential extension of the Recology agreements. HF&H managed the negotiations process, which involved development of a model franchise agreement for use by the member agencies.

Client Contact

Joe La Mariana
Executive Director
(650) 802-3505

Results

- Facilitated a goal-setting workshop with over 20 representatives from the member agencies.
- Prepared an RFP to solicit a formal proposal from Recology.
- Served as lead negotiator and lead analyst of Recology's cost proposal and proposed compensation and rate setting methodology.



- Developed a model franchise agreement with Recology that can be adapted by individual Member Agencies to their unique needs.
- Presented the model agreement for the SBWMA Board's review in May 2017 and for approval in June 2017.

Budget and Cost

HF&H budgeted \$210,000 for this work. We had one amendment for out of scope work and the total project cost was \$216,000.

SBWMA (RethinkWaste)

Disposal Procurement (2018-In-progress)

The SBWMA contracts with Republic Services for landfill disposal services at Ox Mountain Landfill for receipt of solid waste from all member agencies. In preparation for the December 31, 2019 expiration of the disposal agreement, the SBWMA engaged HF&H to manage a competitive procurement process for solicitation of disposal services and additional service enhancements such as land leasing and other material handling services.

Client Contact

Joe La Mariana
Executive Director
(650) 802-3505

jlamariana@rethinkwaste.org

Results

HF&H prepared and issued an RFP for disposal services. Proposals have been received and evaluated by HF&H. Summary findings and recommendations were presented in February 2019 to a selection committee (comprised of various member agency representatives) and will be presented in May 2019 to the SBWMA Board. Subsequent to the Board's selection of a preferred proposer, final contract negotiations facilitated by HF&H, will be completed in June.

Budget and Cost

HF&H budgeted \$77,000 for this work and completed the project on budget.

City of San Ramon

High Diversion Planning and Procurement (2017-18)

The City's existing solid waste and recycling collection agreement with Waste Management (WM) was set to expire in 2019. In 2017 the City engaged HF&H to perform detailed diversion program planning in anticipation of the new agreement term, to assist the City in determining whether to enter into sole-source negotiations with WM, or to go out to competitive bid. Following the initial planning process, the City elected to engage in a competitive procurement process, which was managed by HF&H. A key goal through the process was to design the new franchise agreement to be compliant with the requirements of SB 1383, which presented a challenge, as the regulations were in draft form at the time.

Client Contact

David Krueger
Solid Waste & Recycling Manager
(925) 973-2824

Results

The City received four proposals through the competitive RFP process. Following a preliminary evaluation process, HF&H assisted the City with dual negotiations with two proposers, WM and Alameda County Industries (ACI), which resulted in the City entering into an agreement with ACI. The new agreement retained all services provided under the prior franchise agreement, as well as, in part, added the following:

- 90% diversion by the end of the contract term, with significant penalties for non-performance;



HF&H Difference

- Leadership
- Independence and objectivity
- Commitment
- Thorough and detailed
- High quality
- Responsive and personal
- Exceeds expectations



- Multi-family and commercial organic materials collection and recovery; and
- Updated, SB 1383 compliant color-coded containers and container labels.

Budget and Cost

HF&H budgeted \$258,000 for this work. We had one amendment for out of scope work and the total project cost was \$268,000.

Staffing

HF&H proposes that Peter Deibler, Lauren Barbieri, Monaliza Noor, and Danielle Derby lead up the RFP for Haulers and/or Landfills. In addition to their expertise, they can call upon the resources of Rob Hilton and Tracy Swanborn.

A Team Built for the City of Cupertino

The City requires a team with a breadth of knowledge and expertise. Your HF&H team will provide the City the "shelter" it needs and wants.

HF&H has extensive depth in staff that can provide assistance to the City. While we have assigned key staff to each project area, our collaborative nature is a key benefit to the City. We have resumes in Attachment A of other HF&H team members that will be available to provide assistance from "the bench".

Our team will be supported by staff from our two firm practices: solid waste management services and stormwater management services. Our staff includes Certified Public Accountants, Certified Management Consultants, and Registered Professional Engineers. Many of our team members possess advanced degrees, professional certifications, and have had a decade or more of government and/or industry experience prior to becoming consultants. They are leaders in such organizations as the California Resource Recovery Association, the Solid Waste Association of North America, the Southern California Waste Management Forum, and the Institute of Management Consultants.

HF&H is more than the sum of its individual members, technical training, and proprietary analytical tools. Each project includes a team of consultants using work processes that provide a consistent level of quality. Principals, managers, and staff members each play a role in preparing, reviewing, supervising, and carrying out detailed work plans and schedules, monitoring status, creating reports and analyses, drafting work products, and presenting results in a timely and cost-effective manner.

Our collaborative approach between the City and our diverse team of consultants will provide the City with the confidence to face its obligations to its ratepayers.



Billing Rate Schedule

HF&H proposes the following billing rate schedule for the two-year qualification period:

<u>HF&H Staff</u>	<u>Rate</u>
President	\$290
Senior Vice President & Vice President	\$285
Senior Project Manager	\$250
Project Manager	\$235
Senior Associate	\$210
Associate Analyst	\$180
Assistant Analyst	\$140
Administrative Staff	\$120

